His Excellency
Sebastian Vladescu
Minister
Ministry of Public Finance
Bucharest, Romania

Hazard Risk Mitigation and Emergency Preparedness
Project (Loan No. 4736-RO)

Sixth Amendment to the Loan Agreement
Revised Performance and Monitoring Indicators

Dear Mr. Minister:

We refer to the Loan Agreement between Romania (the Borrower) and the International Bank for Reconstruction and Development (the Bank) as amended (the Loan Agreement) and the Supplemental Letter no.2 on Performance and Monitoring Indicators (the Supplemental Letter), for the above-referenced Project, dated May 26, 2004.

We hereby propose to amend the Loan Agreement as follows:

1. In Article I, Section 1.02, a new definition is added to read as follows:
   “LAPF” means the Land Acquisition Policy Framework, satisfactory to the Bank, prepared and approved by the Borrower on May 4, 2010 setting forth principles, rules and procedures applicable for land acquisition under the Project and referred to in Part E of Schedule 5 to this Agreement.

2. In Schedule 1, Section 3 is amended to read as follows (the modifications are shown in italics):
   “3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of: (a) payments made for expenditures prior to the date of this Agreement; (b) expenditures under any Category in the table in paragraph 1 above unless the Bank has received payment in full of the front-end fee referred to in Section 2.04 of this Agreement; (c) expenditures under Categories (1) (b) (ii), (2) (b) (ii), (3) and (4) (c) (ii) in the table in paragraph 1 above unless the Bank has received evidence that the Borrower has assigned MEWM the responsibility for carrying out of Parts C.2 and C.5 of the Project and (d) expenditures under Categories (1) (a), (b), (c) and (4) (c) in the table in paragraph 1 above unless the Borrower has carried out its obligations pursuant to Part E of Schedule 5.”

3. In Schedule 5, a new Part E – Safeguards is added to read as follows:

   “Part E: Safeguards
The Borrower shall ensure that any land required for the Project shall be acquired in accordance with the principles and procedures set forth in the LAPF satisfactory to the Bank, and shall not assign, amend, abrogate or waive any provision of without prior approval of the Bank.

The revised Supplemental Letter is provided separately.

Please confirm your agreement with the foregoing, on behalf of Romania, by signing, dating and returning to us the enclosed copy of this letter, as well as the revised Supplemental Letter. These amendments will become effective upon receipt of the countersigned copies of the two letters.

Sincerely,

/s/ Aziz Bouzaher
FOR Peter Harrold
Director
Central Europe and the Baltic Countries
Europe and Central Asia

AGREED:

ROMANIA

By /s/ Sebastian Vladescu
   Authorized Representative

Title Minister of Public Finances

Date November 26, 2010